

Richard Ake
Clerk of Circuit Court
Hillsborough County, Fla.
By Luis M. LaDuc, D.C.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on this 24 day of March, 1994, by Laurelwood Homes Inc., a Florida corporation, and Inland Homes Corporation, a Florida corporation, hereinafter referred to as the "Declarant".

WITNESSETH: OFF. REC. 734176 750 RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

WHEREAS, Declarant owns certain real property located in Hillsborough County, Florida and legally described in Exhibit "A" attached hereto (hereinafter "The Property"); and

WHEREAS, Declarant intends to develop The Property into a residential community to consist of single family homes; and

WHEREAS, Declarant desires to impose a common plan of development and enjoyment upon The Property to protect its value and desirability;

NOW THEREFORE, the Declarant hereby declares that the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

RECORD VERIFIED
Richard Ake
Clerk of Circuit Court
Hillsborough County, Fla.
By Cynthia G. Dice, D.C.

**ARTICLE I
DEFINITIONS**

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration, the Association's Articles of Incorporation ("Articles"), or the Association's By-Laws ("By-Laws").

Section 1. Architectural Committee shall mean the Architectural Committee, provided in Article V hereof.

Section 2. Articles means the Articles of Incorporation of the Association, as may be amended from time to time.

Section 3. Assessment means the amount of money assessed against an Owner for the payment of the Owner's share of common fees, expenses and any other funds which an Owner may be required to pay to the Association as set out by this Declaration, the Articles or the By-Laws.

Section 4. Association means Lakewood Crest Association, Inc., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 5. Board means the Association's Board of Directors.

Section 6. Common Area means all property whether improved or unimproved, or any interest therein, which from time to time is owned by the Association for the common use and enjoyment of all Owners and initially means the lands designated as Lots "B", "C" and "E" on the plat of Lakewood Crest, Phase I as recorded in Plat Book 71, Page 36 of the Public Records of Hillsborough County, Florida.

Section 7. Declarant means Laurelwood Homes, Inc., a Florida Corporation and Inland Homes, Inc. a Florida Corporation, and their respective successors and assigns, if such successors and assigns are designated in writing by the Declarant as the successors and assigns of Declarant's rights hereunder.

Section 8. Documentation means the legal documentation for the Lakewood Crest's Homeowners Association Incorporation and By-Laws of the

RETURN TO:
WALTON H. McMICHAEL, P.A.
P.O. BOX 1543
TAMPA, FL 33601

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

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ART. 1
SECTION 1
AMENDED
4/8/04
SEE ATTACHED
AMENDMENT

Homeowners Association and any amendments to any of the foregoing now or hereafter made.

Section 9. Dwelling shall mean the residential dwelling constructed upon a lot.

Section 10. Interpretation Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Lot", and "Properties" include both any portion applicable to the context and any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon; and use of the words "must", "will" and "should" is intended to have the same legal effect as the word "shall". This Declaration should be construed in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Properties as a residential community by providing a common plan for their development and enjoyment.

Section 11. Law includes any statute, ordinance, rule, regulation, or order validly created, promulgated, or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Properties or to any activities on or about the Properties.

Section 12. Lot means any platted parcel of land shown on the recorded subdivision map or plat as recorded in the Public Records of Hillsborough County with the exception of the Common Area and portions, if any, of marked acreage. Lot shall also include unplatted lots shown or designated on the Lakewood Crest Master Plan.

Section 13. Maintenance means the exercise of reasonable care to keep buildings, homes, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment for optimum plant growth, and which will, as a minimum, include the mowing of all grass on a Lot.

Section 14. Member means every person or entity who holds membership in the Association.

Section 15. Mortgage means any mortgage, deed of trust, or other instrument transferring of any interest in a Lot as security for the performance of an obligation. "First Mortgage" means any mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

Section 16. Mortgagor means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 17. Occupant means the person or persons, other than the Owner in possession of a Lot, and may, where the context so requires, include the Owner.

Section 18. Owner means the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation. As the context may admit, Owner includes all persons (i) claiming any right, title or interest in a Lot by, through, or under any Owner, express or implied, such as an occupant.

Section 19. Person means any natural person or artificial entity having legal capacity.

Section 20. Properties means the lands described as Lakewood Crest as herein and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 21. Recorded means filed for record in the Public Records of Hillsborough County, Florida.

Section 22. Subdivision Map or Plat means the final official plat as recorded and shall include the subdivided real property therein described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 23. The Work means the initial development of the Properties by Declarant and may include changes in the initial development where deemed appropriate by Declarant so long as such changes are not inconsistent with the initial development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Easements and Enjoyment. Each Owner has a nonexclusive right and easement of enjoyment in and to the common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

(a) Fees. The Association's right: to charge reasonable fees for the use, safety and maintenance of any common facilities from time to time situated on the Common Area.

(b) Suspension. The Association's right: (i) to suspend the voting rights of any Owner for any period in which any assessment against such Owner's Lot remains unpaid; (ii) to suspend such Owner's right to use any facility owned or controlled by the Association for the same period of unpaid assessments; and (iii) to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations.

(c) Dedication. The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as the Association considers advisable. Any such dedication or transfer requires the approval of seventy-five percent (75%) of the members present and voting in person or by proxy at a meeting duly convened for such purpose as provided in Article VII, Section 2, below.

(d) Delegation of Use. Such limitations as may be imposed by the bylaws or reasonable rules and regulations adopted by the Association. Each Owner may delegate his right of enjoyment in and to the Common Area and accompanying facilities, if any, to members of his family, his guests, tenants and invitees.

(e) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Area.

Section 2. Permanence. The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in the next Section. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 3. Public Easements. Developer dedicates that portion of the Properties described on the recorded plat and made a part hereof for use and maintenance of public utility and drainage easements, together with a right of

ingress and egress over and across the easement area for such purposes. Declarant dedicates the Common Area for use by all utilities for construction and maintenance of their respective facilities serving the Properties; and Declarant grants to such utilities jointly and severally, easements for such purposes.

Section 4. No Partition. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner, or any person acquiring any interest in the Properties or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

Section 5. General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

(a) Obstructions. There will be no obstruction of the Common Area, nor will anything be kept or stored on the Common Area except items installed by Declarant as part of the Work, and their replacement.

(b) Alterations. Nothing will be altered on, constructed upon, or removed from the Common Area except with the specific approval of the Association.

(c) Activities. All uses and activities upon or about the Common Area are subject to the Association's rules and regulations.

(d) Signs. No sign of any kind will be displayed to public view within the Properties except (i) customary name and address signs on each Lot, (ii) a Lot sign of not for sale or rent, or (iii) no trespassing, no solicitation or beware of dog or such similar signs approved by the Association. All signs permitted by this subsection are subject to the Association's rules and regulations, provided however that these restrictions shall not apply to signs used by Declarant or his assigns to advertise the property during the promotion and construction of dwellings and sale of Lots.

(e) General Prohibitions. No activity is permitted, nor may any object or substance be kept, stored, or emitted anywhere within the Properties in violation of obnoxious noises or odors and no obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any Owner or to any other person at any time lawfully residing within the Properties is permitted anywhere within the Properties.

(f) Use of Lots. Each Lot may be improved and used for residential purposes only and only single detached family homes, approved in accordance with Article V may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Lot except for the business of the Declarant and its transferees in developing the Properties.

Section 6. Animals. No animals, livestock, or poultry may be raised, bred or kept anywhere within the Properties, except that dogs, cats and other customary household pets may be kept upon any Lot so long as (i) they are not kept, bred or maintained for any commercial purpose and (ii) they are quartered within the residential dwelling unit on such Lot. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately, and all pets shall be properly leashed, caged, or controlled in whatever manner most practical whether it is located upon or off a Lot, and shall be subject to all applicable local ordinances existing at the time.

Section 7. Trash. Except for regular collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted anywhere within the Properties, except inside the improvements on each Lot, or in sanitary containers completely concealed from view.

Section 8. Appurtenances. No permanent outdoor clothes lines may be installed or maintained anywhere within the Subdivision except that portable

ARTICLE II
SECTION 5
AMENDED
IN ITS ENTIRETY
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rotary type or reel type clothes lines may be permitted in the rear yard only and said clothes lines must be stored when not in use. On corner lots, such clothes lines shall not be placed within 20 feet of a side street line. Above-ground swimming pools are not permitted. No television antenna, other antenna, radio masts, aerials, wires, power poles, electro-magnetic devices or appurtenances thereto, satellite or microwave dish or similar device or any type shall be erected, installed or maintained on any part of any Lot or upon any improvement within the property.

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Section 9. Storage of Automobiles, Boats, and other Vehicles. No motor vehicle shall be parked or stored on any Lot and included easement or right of way, unless such vehicle is capable of being concealed from public view or from adjacent residences inside a garage or other approved enclosure. Permitted vehicles are described as:

- (a) passenger automobile
- (b) passenger van (other than a motor home or recreation vehicle)
- (c) motorcycle
- (d) pickup truck, whether or not with attached-bed camper, which can be completely concealed with the garage, as built, of the dwelling in the Subdivision in which the owner of such pickup truck resides, if such vehicle has a current license plate, is being used daily as a motor vehicle on the streets and highways of Florida and if such vehicle can be concealed from public view or private residences in a garage.

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored on any part of any Lot, easement, sidewalk, right-of-way, or portion of the Common areas. If owned by the homeowner, such objects must be concealed from public view or adjacent residences inside a garage or other approved enclosure. For purposes of this paragraph, the term "approved enclosure" shall mean any fence, structure, or other improvement approved by the Architectural Control Committee.

Except as otherwise expressly provided in this Section, no commercial vehicles, machinery, or maintenance equipment shall be parked at any time within the subdivision except for any such vehicle, machinery or maintenance equipment temporarily parked and in use for the construction, repair, or maintenance of a Lot or dwelling or the Common Areas.

No inoperative or abandoned cars, trucks, trailers, motorcycles or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the Subdivision. Under no circumstances shall such repairs be performed if the same results in the creation of an unsightly or unsafe condition as determined by the committee.

Section 10. Maintenance. Each Owner must repair, replace and maintain the roofs, gutters, downspouts, lawns, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such owner's Lot. Each Owner is required to sod his lot as appropriate. Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot. No Owner may permit any waste to the exterior portions of such Owner's Lot. Each Owner must make all repairs, maintenance and replacements necessary to attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition. Should an Owner fail to meet the minimum standards for maintenance, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article III, Section 4 hereunder and Article IV, Section 4 hereunder.

Section 11. Rules and Regulations. No Owner, invitee, or person residing within the Properties may violate the Association's rules and regulations for the use of the Properties. All Owners and other persons residing within the

Properties, and their invitees, at all times will do all things reasonably necessary to comply with such rules and regulations. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rules or regulation will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books for when posted at a conspicuous place on the properties from time to time designated by the Association for such purpose.

Section 12. Dwellings. Only one dwelling may be constructed on any Lot. The minimum square footage of each dwelling shall be 900 square feet with each dwelling containing a one car garage of similar architectural style as the main dwelling unless otherwise approved by declarant. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding or any portion of the same shall be constructed or parked on any Lot at any time, except for a construction shack, temporary structure or temporary toilet during construction or a dwelling by Declarant or its transferees. Any dwelling placed on a Lot shall be in accord with the front yard, side yard and rear yard setback requirements set forth in the Hillsborough County Zoning Regulations at the time such dwelling is sought to be placed upon the Lot. No structural additions will be permitted without written permission from the Architectural Committee.

Section 13. Access by Association. The Association has a right of entry onto the exterior portions of each Lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration or by any applicable Supplemental or Amended Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of its Owner or occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 14. Fences. No fences shall be erected or maintained on any Lot which shall be in excess of six feet in height. No chain link fences will be permitted. No hedges of shrubbery shall exceed an average height of six feet. Fences located in the front of the front setback line are prohibited. All fences shall comply with County regulations and be subject to review by the Architectural Committee as provided in Section V.

Section 15. Replacement. In the event a residence is damaged or destroyed by casualty, hazard or other loss, then within twelve (12) months after such incident, the Owner thereof shall either rebuild or repair the damaged residence or promptly clear the damaged improvements and re-grass and landscape the Lot in a sightly manner.

ARTICLE III
THE ASSOCIATION

ARTICLE III - DELETED IN ITS
ENTIRETY AS INCORPORATED
IN ART. II
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Section 1. Membership. Every Owner of a Lot is a Member of the Association. If title to a Lot is held by more than one person, each such person is a Member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and it is transferred automatically by conveyance of title to that Lot and may not be separated from ownership of a Lot. No person except an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by transfer of title to a Lot. An Owner who is a contract seller may assign

ARTICLE II
SECTION 15
AMENDED IN
ITS ENTIRETY
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such Owner's membership and voting rights to such Owner's vendee in possession.

Section 2. Voting. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in each Lot owned, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on the anniversary date five years from the date when the first Lot is conveyed to an individual purchaser.

Section 3. Common Area. Subject to the rights of Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area, its improvements if any, and all related furnishings, equipment, fencing and other personal property, if any. The Association's duties with respect to the Common Area include the management and operation of, improvements, equipment and personal property installed by the Declarant on the Common Area as part of the work, so as to keep all of the foregoing in good, clean substantial, attractive, sanitary, safe and serviceable condition, order and repair; the payment of all taxes validly levied, assessed, or imposed with respect to the Common Area; and the maintenance of adequate public liability and property insurance with respect to the Common Area. The only common areas in the subdivision are the easements containing the entry features, perimeter walls, and drainage easements which contain water retention ponds.

Section 4. Exterior Maintenance. The Association has no duty of exterior maintenance with respect to any Lot; and, as more particularly provided in Article II, Section 10 hereinabove, each Owner must maintain such Owner's Lot, including any appurtenant driveways, in a safe, sanitary and reasonable attractive condition. If:

- (a) Any Owner refuses or fails to make any repairs, maintenance, or replacements required by Article II, Section 10, above; and
- (b) As a result, any condition on or adjoining such Owner's Lot becomes a hazard or nuisance to any other Owner, or measurably diminish or impairs the value or marketability of any other Lot; or is visually objectionable to persons lawfully upon the Properties; and (c) Not less than seventy-five percent (75%) of the members of the Board so find reasonable notice so, and reasonable opportunity to be heard by the Owner affected; then upon the occurrence of all of the foregoing, the Association may make or perform such repairs, maintenance, or replacements as reasonably are necessary to correct such condition and assess all costs so incurred against such Owner's Lot as provided in Article IV, Section 4, below.

Section 5. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association by any person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties

or the enforcement of this Declaration, or the Articles, By-Laws, rules and regulations.

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Section 6. Rules and Regulations. The Association, from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Properties, consistent with the rights and duties established by this Declaration. The Association's procedures for enforcing its rules and regulations at all times must provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person, or through representatives of such Owner's choosing, or both.

Section 7. Capital Improvements. Except for replacement or repair of items installed by Declarant as part of the Work, if any, and except for any personal property related to the Common Area, the Association may not authorize capital improvements to the Common Area without the prior approval of seventy-five percent (75%) of the Association Members present and voting in person or by proxy at a meeting duly convened for such purposes as provided in Article VI, Section 2, below.

Section 8. Amplification. The provisions of this Declaration may be amplified by the Articles of Incorporation and By-Laws of LAKEWOOD CREST HOMEOWNERS ASSOCIATION, INC., but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in the Declaration, or any Supplemental Declaration. The Declarant intends that the provisions of this Declaration and any Supplemental or Amended Declaration, on the one hand, and the Articles of Incorporation and By-Laws on the other hand, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration, or any Supplemental or Amended Declaration, control anything to the contrary in the Articles of Incorporation or By-Laws.

ARTICLE IV ASSESSMENTS

Section 1. Assessments established. For each Lot owned within the Properties, Declarant covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it is so expressed in such Deed, is deemed to covenant and agree, to pay to the Association:

- (a) An annual assessment, as provided in Section 2 of this Article; and
- (b) Special assessments, as provided in Section 3 of this Article; and
- (c) Specific assessments; as provided in Section 4 of this Article; and
- (d) All excise taxes, if any, that from time to time may be imposed by law upon all or any portion of the assessments established by this Article; and
- (e) Interest and costs of collection of such assessments, including reasonable attorney's fees, as provided in this Declaration.

All of the foregoing are a continuing charge on the land and secured by a continuing lien upon the Lot against which each assessment is made, as provided in Section 8, below. Each such assessment, together with excise taxes, interest and all costs and expenses of collection, including reasonable attorney's fees, also in the personal obligation of the person who was the Owner of such Lot when such assessment fell due. Such personal obligation will not pass to an Owner's successors in title unless assumed expressly in writing, however.

The annual or special assessments on Class B lots shall be 50% of the corresponding assessments for Class A lots.

Section 2. Annual Assessments. The annual assessment must be used exclusively to promote the recreation, health, safety and welfare of the residents within the Properties, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area; and (ii) the cost of labor, equipment, materials, management and, supervision of

the Common Area; and (iii) all other general activities and expenses of the Association.

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Section 3. SPECIAL ASSESSMENTS. In addition to the annual assessment, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair or replacement of a capital improvement upon the Common Area, provided such assessment first is approved by seventy-five percent (75%) of the members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessment may be payable in one or more installments, with or without interest, as seventy-five percent (75%) of the Members so present and voting determine.

Section 4. SPECIFIC ASSESSMENTS. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under the provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it within thirty (30) days after written demand.

Section 5. AMOUNT. Until the close of the first fiscal year following Declarant's conveyance of the Common Area to the Association, the annual assessment will not exceed \$100.00 per Lot. At least thirty (30) days before the expiration of each fiscal year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing fiscal year. If such budget requires an annual assessment of 115% or less of the annual assessment then in effect, the assessment so proposed will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If such budget requires an annual assessment that is either more than one hundred fifteen percent (115%) of the annual assessment then in effect, or would increase the budget by an amount exceeding the increase in the Consumer Price Index (CPI) published by the U.S. Department of Labor for the preceding year, or a comparable index if the CPI is not available, whichever increase is greater, then however, the Board must call a membership meeting on not less than fifteen (15) days prior notice for the purpose of approving such increase. A majority of the votes, pursuant to Article III, Section 2, of those Members present and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If the proposed assessment is disapproved, a majority of the votes will determine the annual assessment for the next ensuing fiscal year, which may be in any amount not exceeding that stated in the meeting notice. Each annual assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the annual assessment then in effect automatically will continue for the ensuing year.

Section 6. COMMENCEMENT. The assessments provided by this Article will commence as to all Lots on the first day of the first month following Declarant's first conveyance of title to any Lot to an Owner other than Declarant and will be prorated on the basis of the number of months then remaining in the Association's fiscal year.

Section 7. ASSESSMENT LIEN. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot; but all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration.

Section 8. ASSOCIATION REMEDIES. Any assessment not paid within thirty (30) days after its due date bears interest at the maximum rate of interest allowed by law at the time. The Association may sue the Owner personally obligated to pay such assessment for a money judgment, or it may foreclose its lien against such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise, impairing the security of the Association's lien, or its priority. No Owner may waive or escape liability for the Association's assessments by non use of the Common Area or by abandonment of such Owner's Lot.

Section 9. FORECLOSURE. The lien for sums assessed pursuant to this Article may be enforced by a judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In such foreclosure, the Owner is required to pay all costs and expenses of foreclosure including reasonable attorney's fees. All such costs and expenses are secured by the lien foreclosed, such Owner also is required to pay to the Association all assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and will be accounted and paid as of the date the Owner's title is divested for foreclosure. The Association has the right and power to bid at the foreclosure, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, use and otherwise deal with such Lot as its Owner for purposes of resale only. If any foreclosure sale results in a deficiency, the Association may petition the Court having jurisdiction of the foreclosure to enter a personal judgment against the Owner for such deficiency.

Section 10. EXEMPT LOTS. Any and all Lots from time to time owned by the Association will be exempt from the assessments established by this Article during the period of such ownership. This Association may not own or otherwise acquire Lots except (i) pursuant to foreclosure of the Association's lien, or (ii) one Lot for use as a residence by any resident manager for the Properties who is employed by the Association or Association's manager.

Section 11. LIEN SUBORDINATION. The Association's lien established by the Declaration is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure of any First Mortgage, or any proceeding in lieu thereof, extinguishes the Association's lien as to payments that became due prior to such sale or transfer without prejudice, however, to the Association's right to collect such amounts from the Owners personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessment thereafter becoming due or from the lien thereof. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and, upon such payment, such encumbrancer will be subrogated to all rights to the Association with respect to such lien, including priority.

Section 12. HOMESTEADS. By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; and (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. AUTHORITY. No dwellings, building, parking cover, shed, structure, fence, outbuilding, color change, addition, exterior alteration or substantial attachment may be erected, placed, reconstructed or permitted to remain on any Lot unless and until approved by the Architectural Committee. Such approval will not be unreasonably withheld for replacements or reconstruction's that conform in design, materials, appearance and quality to that of the original work.

Section 2. **PROCEDURE.** All applications to the Architectural Committee must be accompanied by reasonably detailed plans and specifications. If the Architectural Committee does not approve or disapprove any application within thirty (30) days after receipt of an application consisting of a complete set of plans and specifications, its approval will be deemed given. If no suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of any provision contained in this Declaration is commenced within six (6) months following its completion, and a Lis Pendens or other notice of the pendency of such action recorded, its approval also will be deemed given as to all persons with or without knowledge of such violation. In all other events, approval must be in writing. The procedures for approval at all times must afford any affected Owner with reasonable prior notice and a reasonable opportunity to be heard in person or by representatives of such Owner's choosing, or both. The Architectural Committee may assess a reasonable fee against the Owner seeking approval for any such review.

The approval or consent of the committee to any Plans and Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent to the same for a different person.

Section 3. **COMMITTEE MEMBERSHIP.** The Architectural Committee membership shall be initially composed of Jack Suarez and Donald A. Pleasants, who by majority vote may designate a representative (herein called "Designated Representative") to act for and on behalf of the Architectural Committee and to exercise all powers and perform all duties of the Architectural Committee. However, at such time as all of the Lots in the Subdivision have been sold by Declarant, the powers and duties of the Architectural Committee shall immediately vest in and be assigned to the Association, and the Architectural Committee shall thereafter exist as a committee of the Association under the control of the Association's Board of Directors.

Section 4. **REPLACEMENT.** In the event of the death, inability to serve because of disability, or resignation of any member or members of the Architectural Committee, the remaining member or members thereof shall appoint a successor member or members, and until such successor member or members have been so appointed, the remaining member or members shall have full authority to exercise the powers and perform the duties of the Architectural Committee.

Section 5. **STANDARDS.** In reviewing any particular application, the Architectural Committee must consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Properties; and (ii) preserve the value and desirability of the Properties as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Properties as a residential community.

Section 6. **TIME LIMIT TO BUILD.** Construction of the exterior and interior of any structure shall be completed within one hundred and eighty (180) days from the date of the commencement of construction thereof; provided, however, that the Architectural Committee may grant a reasonable time extension upon receipt of a written application for such extension by Owner, which application shall advise the number of days for which the extension is requested and the reason that such extension is necessary. All construction shall be diligently pursued to completion within a reasonable time after such work has begun.

Section 7. **TERM.** The duties and powers of the Architectural Committee, whether or not such duties and powers have been deemed to be transferred to the Association as above provided, shall cease on and after five (5) years from the date of this Declaration. Thereafter, all powers and duties of the Architectural Committee shall cease and terminate; provided, however, that any time after January 1, 2002, whether or not the term of the Architectural Committee specified above shall have expired, the Board of Directors of the Association, upon a vote of

members of the Association holding not less than two-thirds of the votes of members of the Association entitled to vote thereon, may assume or retain the duties and powers of the Directors of the Association shall thereafter have all of the powers and duties provided herein for the Architectural Committee.

ARTICLE VI
ANNEXATION AND MERGER

OFF. 73416 761
REC.

Section 1. ADDITIONS TO EXISTING PROPERTY. Additional lands may become subject to this Declaration in the following manner:

(a) ANNEXATION. Additional land contiguous either to the Subdivision or to other lands subject to this Declaration may be annexed by the Declarant into the Subdivision without the consent of the members of the Association within five (5) years of the date of this instrument. The Declarant or any other owner of land shall have the right to submit and make subject to this Declaration any additional land upon approval of the Board of Directors of the Association, with the approval of members of the Association holding two-thirds (2/3) of the votes of each class of membership of the Association entitled to vote thereon. Any additional land authorized under this and the succeeding subsections to be added to the Subdivision shall be made by recording in the Public Records of Hillsborough County, Florida, an amendment to this Declaration and an annexation agreement with the respect to the additional land which shall extend the covenants and restrictions of this Declaration to such additional land. Such amendment shall impose assessments on the land covered thereby on a uniform, per Lot basis, substantially equivalent to the assessments imposed by this Declaration and may contain such complementary restrictions contained in this Declaration as may be applicable to the additional land.

(b) MERGERS. The Association may merge into or consolidate with another homeowner's association, and upon such merger or consolidation, the Association's Properties, rights, and obligations shall be transferred to the surviving or consolidated association; or the properties, rights and obligations of another Association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The Surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the other association, as on scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

ARTICLE VII
GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as provided in Article IV, Section 4. Failure by the Association or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time, except as provided in Article V Section 2 above. If these restrictions are enforced by any Owner or Class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board. Declarant also has the right to enforce all provisions of this Declaration relating to the use, maintenance, and preservation of the Properties; and, if Declarant is the prevailing party in any litigation involving this Declaration, to recover all of Declarant's costs and expenses incurred, including reasonable attorneys' fees.

Section 2. MEETING REQUIREMENTS. Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by two-thirds (2/3) or more of the votes, pursuant to Article III, Section 2, of membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than fifteen (15) days in advance, setting forth its purpose. As such meeting the presence in person or by proxy of Members entitled to cast at least fifty percent (50%) of the votes, pursuant to Article III, Section 2, outstanding constitutes a quorum.

Section 3. RIGHTS OF MORTGAGEES. By agreement between any Owner and the holder of any mortgage on such Owner's Lot, any and all membership rights of such Owner may be assigned to, and exercised by, such Mortgagee as collateral or additional security for performance of the obligations secured by such mortgage; but no such assignment of delegation will bind the Association until the Association has received written notice thereof.

Section 4. APPROVAL OF FHAVA. Notwithstanding anything contained herein to the contrary, any amendment to this declaration, the articles, or the ByLaws; or any annexation of additional property; or any merger or consolidation of the association or any dissolution of the association; or any mortgaging, sale or dedication of any common area, must be approved by the Federal Housing Administration or the Veterans Administration if any mortgage encumbering any lot is guaranteed or insured by such agency, if any such action is made by declarant or by the members prior to the completion of 75% of all of the dwellings which may be built within the subject property.

Section 5. SEVERABILITY. Invalidation of any particular provision of his Declaration by judgment or court order will not affect any other provision, all of which will remain in full force and effect provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding a invalidity which otherwise effectuating Developer's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Properties.

Section 6. AMENDMENT. The provisions of this Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association of any Owner, their respective heirs, successors, and assigns, for so long as the Properties are used in whole or in part as a residential community, and in all events, for at least twenty (20) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by members entitled to cast not less than ninety per cent (90%) of the votes pursuant to Article III, Section 2 hereof, thereafter by an instrument signed by members entitled to cast not less than seventy-five (75%) of the votes pursuant to Article III, Section 2, hereof. No amendment shall be effective which shall impair or prejudice the rights, or priorities of the Declarant or any Institutional Mortgagee without the specific written approval of the Declarant or Institutional Mortgagee affected thereby. No amendment shall be effective which shall impair or prejudice the rights or priorities of the Declarant or the Southwest Florida Water Management District (SWFWMD) without the specific written approval of the Declarant and SWFWMD.

Section 7. EASEMENTS FOR DEMINIMUM UNINTENTIONAL ENCROACHMENTS. Where necessary and appropriate, Declarant and/or the Association, whichever is in control of the particular portion of the Properties at the time, may grant easements for deminimum unintentional encroachments.

IN WITNESS WHEREOF, Declarant has executed this Declaration the date stated above.

WITNESSES:

Amanda K. Yoder
Amanda K. Yoder
Ann Dottie Cannon
Dottie Cannon

Laurelwood Homes, Inc.

By: Donald A. Pleasants
Donald A. Pleasants, Chairman

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REC.

Attest: _____
Secretary

WITNESSES:

Stephen A. Jones
STEPHEN A. JONES
Jeanine Swinney
Jeanine Swinney

Inland Homes Corporation
By: Randall K. Braden
Randall K. Braden, Vice President

Attest: _____
Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24 day of MARCH 1994, by DONALD A. PLEASANTS and _____ as Chairman and as Secretary of Laurelwood Homes, Inc., a Florida Corporation, and by _____ and _____ as President and as Secretary of Inland Homes Corporation, a Florida Corporation known to me to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged to me that they executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and official seal this 23rd day of March, 1994.

Janet P. Rinke
NOTARY PUBLIC,
State of Florida

MY Commission Expires:



JANET P. RINKE
MY COMMISSION # 00234526 EXPIRES
October 18, 1998
BONDED THROUGH TROY FARM INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24 day of MARCH 1994 by RANDALL K. BRADEN, as Vice President of Inland Homes Corporation, a Florida Corporation known to me to be the persons whose names are subscribed to the foregoing instrument, and they acknowledge to me that they executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and official seal this 24 day of MARCH, 1994.

Lorraine Glover
NOTARY PUBLIC,
State of Florida

My Commission Expires:



OFFICIAL SEAL
LORRAINE GLOVER
My Commission Expires
June 4, 1995
Comm. No. CG 111834

EXHIBIT "A"

LOTS TO BE PURCHASED BY INLAND HOMES, INC.

PARCEL I:

OFF. REC. 7341PG

764

Lots 4, 5, 6 10, 11 and 55, Block 1; Lots 1, 2, 5, 7, 9, 15, and 16, Block 2; Lots 1, 3, 4, 11 and 12, Block 3; and Lot 16 less the east six feet thereof and plus the east six feet of Lot 17, Lot 17 less the east six feet thereof and plus the east six feet of Lot 18, Lot 18 less the east six feet thereof and plus the east six feet of Lot 19, and Lot 21 less the east six feet thereof plus the east six feet of Lot 22 all in Block 4; all in Lakewood Crest, Phase 1, according to the map or plat thereof as recorded in Plat Book 71, Page 36 of the Public Records of Hillsborough County, Florida.

PROPERTY TO BE PURCHASED BY INLAND HOMES, INC. AND LAURELWOOD HOMES

Lot 14 less the east six feet thereof and plus the east six feet of Lot 15, Block 4; and Lot 22, Block 4 less the east six feet thereof; all located in Lakewood Crest Phase I, according to the map or plat thereof as recorded in Plat Book 71, Page 36, of the Public Records of Hillsborough County, Florida.

OFF. REC. 7341 PG 766

Parcel I:

The East 866.0 feet of the SE 1/4 of the NW 1/4 of Section 4, Township 29 South, Range 20 East, less and except the following described tracts:

Beginning at a point 346.0 feet West of the SE corner of the SE 1/4 of the NW 1/4 of Section 4, Township 29 South, Range 20 East, run thence West 150 feet; thence North 294 feet; thence East 150 feet; thence South 294 feet to the Point of Beginning, less road right of way.

and

Beginning at a point 496 feet West of the SE corner of the SE 1/4 of the NW 1/4 Section 4, Township 29 South, Range 20 East, run thence West 370 feet; thence North 874 feet; thence East 370 feet; thence South 874 feet to the Point of Beginning, less road right of way.

Together with Parcel II:

Beginning at a point 496 feet West of the SE corner of the SE 1/4 of the NW 1/4 of Section 4, Township 29 South, Range 20 East, run thence West 370 feet; thence North 874 feet; thence East 370 feet; thence South 874 feet to the point of beginning; less road right of way.

All lying and being in Hillsborough County, Florida.

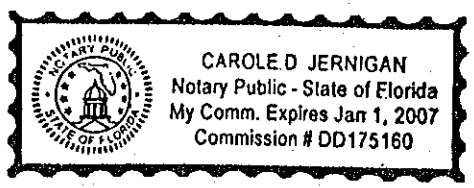
Less that portion of said Parcels I and II platted as LAKEWOOD CREST, PHASE I, by plat recorded in Plat Book 71, page 36 of the public records of Hillsborough County, Florida.

[Signature]
Signature of Witness # 2
Rachael Morgan
Printed Name of Witness # 2

Attest: [Signature]
BETTY DIGBY, Secretary

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 12 day of March 2004 by June Legrand and Betty Digby to me known to be the President and Secretary of Lakewood Crest Association Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced L26542352780 and D210091367410 as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.



[Signature]
NOTARY PUBLIC

Carole D. Jernigan
Printed Name of Notary Public

**AMENDMENTS TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS (governing Lakewood Crest Association, Inc.)**

**ARTICLE I
DEFINITIONS**

One change only:

Section 1. Architectural Committee shall mean the Architectural Committee, provided in Article V hereof.

To be Amended to read:

Section 1. ACC means Architectural Control Committee who shall be the Board of Directors or a Committee nominated by the Board who shall adhere to the Architectural Control Policy adopted by the Board.

**ARTICLE II
PROPERTY RIGHTS**

Section 5. General Restrictions. To and inclusive of
Section 15. Replacement. **To be Amended in its entirety to read:**

Section 5. General Restrictions. The following restrictions apply with Board adopted rules and regulations and standards and policies.

Section 5.1 Applicability. The provisions of this Article shall be applicable to all Lots situated within the Property.

Section 5.2 Common Areas. Nothing will be altered on, constructed upon, or removed from the Common Areas except with the specific approval of the Association. There will be no obstruction of the Common Areas, nor will anything be kept or stored on the Common Area. All uses and activities upon or about the Common Area are subject to the Association's rules and regulations.

Section 5.3 Land Use and Dwelling. No Lot shall be used except for residential purposes. Only one private single-family residential dwelling shall be erected, constructed, placed, or maintained on any one Lot. With the written consent of the ACC one or more Lots or parts thereof may be subdivided or combined to form one single building lot, provided however in such event the resulting lots shall not be smaller in total area than either of the original Lots prior to such subdivision. Only one dwelling may be constructed on any Lot. The minimum square footage of each dwelling shall be 900 square feet with each dwelling containing a one car garage of similar architectural style as the main dwelling unless otherwise approved.

Section 5.4 Building Location. Buildings shall be located in conformance with the requirements of Hillsborough County, Florida and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer or its successor or as assignee. No structural additions will be permitted without written permission from the ACC.

Section 5.5 Reflective Materials. No aluminum foil shall be placed in any window or glass and no reflective substance shall be placed on any glass of a residence except as may be approved for energy conservation purposes and approved by the ACC.

Section 5.6 Antenna/Dish. No Lot Owner shall install or permit any antenna or satellite or communication dish or receiver larger than 36 inches in diameter upon any Lot or a building on a Lot. Any satellite or communication dish or receiver that is installed shall be installed so that such dish or receiver is least visible from any street.

Section 5.7 Nuisances. No noxious or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted in writing to the Board for a decision in writing, which decision shall be final.

Section 5.8 Lot and Improvements Maintenance. Each Owner must maintain and keep in good condition and repair included but not limited to the following and in accordance with all Board of Directors adopted standards the roofs, gutters, downspouts, lawns, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments situated on such Owner's Lot. Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot. No Owner may permit any waste to the exterior portions of such Owner's Lot. Each Owner must maintain attachments and appurtenant driveways in a safe, sanitary and attractive condition. In addition, no weeds underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot; no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any Lot; and in the event that an Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. No owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior-maintenance if such entry is upon reasonable notice. The Association's right of entry may be exercised by its agents, employees and contractors. Any expenses incurred by the Association in carrying out the provisions of this Section and not immediately reimbursed to the Association by the Owner shall constitute a lien upon the Lot and a personal responsibility of the Owner in the same manner and to the same extent as Liens provided in Article IV Assessments, and shall be subject to enforcement as provided in this Article, Section 5.24 & 5.25 and Article VII Section 1, including awards to the Association for attorney's fees and costs.

Section 5.9 Storage Units and Sheds. With consent of the ACC all storage units and sheds must be placed in areas so that they shall not be visible from the street, public view and adjoining Lots. Minimum four feet (4') height landscaping or fencing, approved by the ACC, shall be permitted to conceal such units.

Section 5.10 Signs. No sign of any kind shall be displayed to the public view within the Properties, without the prior consent of the ACC, except that one (1) house number sign, one (1) for sale or for rent sign no larger than 6 (six) square feet and one (1) alarm service sign shall be permitted.

Section 5.11 Animals and Pets. No reptiles, animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets not to exceed two (2) in number. Pet owners of more than (2) in number at the time of recording this Article shall be permitted to keep the pet(s) for the pet(s) remaining life and thereafter shall not be permitted to replace to exceed the two (2) per household limit. The keeping of a dog or other domestic pet is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at the Property.

This license is subject to the following conditions:

- A. Pets shall be kept on a leash at all times when outside a building and not enclosed within a fenced-in area.
- B. Pets are permitted to have excrements upon the Common Areas provided that the Owner shall immediately remove such excrement from the Common Areas with a "pooper-scooper" or other appropriate tool and deposit said waste in an approved trash receptacle.
- C. The owner of a pet shall be responsible, and by virtue of ownership assumes responsibility, for any damage to persons or property caused by his pet(s).
- D. Any pet whose owner violates the provision and intent of these rules shall be deemed a nuisance and subject to removal in accordance with this Article Section 5.8, 5.24 and 5.25 and Article VII Section 1.

Section 5.12 Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 5.13 Vehicles, Trailers and Boat Storage. Inoperative vehicles, travel trailers, recreational vehicles, campers, mobile homes, buses, trucks with more than six (6) wheels or gross weight exceeding 3,500 pounds, boats, jet-skis, and trailers of any description shall not be stored within the Common Areas or upon any Lot unless kept in a closed garage so as not be observable from other Lots or the Common Areas. This prohibition of parking shall not apply to temporary parking of trucks for loading, unloading and other daytime commercial purposes. No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Lot, other than minor repairs, cleaning or waxing which is completed in less than 24 hours. Parking on grassed areas is prohibited.

Section 5.14 Temporary Structures. No structure included but not limited to trailer, shack, barn or other outbuilding of a temporary character shall be permitted on any Lot either temporarily or permanently.

Section 5.15 Recreational Structures. No outside towers, poles, tree houses, tents, above ground pools, and skate board ramps shall be erected on any Lot. Only well kept portable basketball-hoop apparatus may be placed except in a location which shall block pedestrian sidewalk access and/or promote play in the street.

Section 5.16 Exterior modifications, changes, additions and alterations. All Lots are subject to ACC approval prior to the implementation of any and all exterior modifications, changes, additions and alterations. Such approval shall be received by the Lot Owner in writing within 30 (thirty) business days of application receipt. The ACC shall base their decision on the recorded Covenants, Rules & Restrictions and an ACC policy which may be adopted and amended from time to time by the Board of Directors. The decision of the ACC is final. Failure to submit a request prior to any exterior modification, change, addition or alteration shall allow the Board of Directors to fine the Owner in accordance with Section 5.24. Exterior changes requiring approval are included but not limited to the following: changes of exterior colors, repainting of exterior colors, installations of skylights or roof exhaust devices, installation of window awnings, installation of swimming pools, spas and screen enclosures, conversion of lanai's to enclosed rooms, extensions or the additions of rooms or porches, installation of brick pavers for entries, sidewalks or driveways, erection of lattice work, barriers, fences, walls, hedges or trellises, installation of front door and garage screens, installation of concrete pads, changes to the roof, resurfacing, painting or staining of driveway or sidewalks, installation of solar panels and gutters, outside gas tanks, cylinders or containers, the addition of lawn ornaments, major planting or removal of trees, mailboxes and mailposts, sheds and storage containers, garage doors, flag poles, carports, garden ornamentation and any alteration to the elevation of the land.

Section 5.17 Fences, Walls and Hedges. No fence shall be erected or maintained on any Lot which shall be in excess of six (6) feet in height. No hedges of shrubbery shall exceed an average height of six (6) feet. Fences located in the front of the front setback line are prohibited. All fences, walls and hedges shall comply with County regulations/permitting and be subject to ACC review process.

Section 5.18 Replacement. In the event a residence is damaged or destroyed by casualty, hazard or other loss, then within twelve (12) months after such incident, the Owner thereof shall either rebuild or repair the damaged residence or promptly clear the damaged improvements and re-grass and landscape the Lot in a sightly manner.

Section 5.19 Garbage and Trash Disposal. Garbage, refuse, trash or rubbish shall be stored in a fashion to protect it from view from the street or another Lot, provided however, that the requirements from time to time of the County of Hillsborough for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage placed out

for collection must be in sealed garbage bags, covered plastic garbage cans, or such other containers supplied or approved by the garbage collecting authority. Trash, recyclables, and/or vegetation shall not be placed curbside earlier than 5:00pm the evening before scheduled collection. Empty receptacles or uncollected refuse shall be removed from curbside by Owner by evening of each collection pickup day.

Section 5.20 Drying Areas. Only portable rotary type or portable reel type clothes lines may be permitted which shall be protected from view from the street and other Lots and which shall be stored from public view when not in use.

Section 5.21 Drainage. Unless first approved by the ACC and the District, no Owner may obstruct, alter or in any way modify the method and/or structures of drainage utilized or originally installed on or across any Lot, Common Area, or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affect the drainage of or to neighboring Lots or the Common Areas.

Section 5.22 Leasing. No lease on any Lot or residence may be made for less than a three (3) month period, and all leases must be in writing. No more than two (2) leases may be executed per year for the rental of a Lot. Owners are required to provide, in writing to the Association, the Owner's current mailing address, together with the names of those residing on the Lot. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing on his Lot, and for all guests, and invitees of the Owner or any such resident. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the ByLaws, by any resident of any Lot, or any guest or invitee of an Owner or any resident of a Lot, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

With respect to any tenant or any person present on any Lot or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him on the Lot, if such person shall materially violate any provision of this Declaration, the Articles, or be a source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action and attorney's fees incurred by the Association, may be assessed against the applicable Owner, and the Association may collect such assessment and have a lien for same. The foregoing shall be in addition to any other remedy of the Association.

Section 5.23 Rules and Regulations. The Association, through its Board of Directors, may from time to time make, amend, adopt, alter, rescind and enforce reasonable rules and regulations governing the use of the Property as well as adopt reasonable standards and policies pertaining to Architectural Control and Lot Maintenance. All rules and

regulations and/or standards and policies will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or hand delivered or posted at a conspicuous place designated by the Association for such purpose.

Section 5.24 Enforcement and Levy of Fines. The Association may levy reasonable fines, not to exceed One Hundred Dollars (\$100.00) per violation per day for each day of a continuing violation not to exceed One Thousand Dollars (\$1,000.00) in the aggregate, against any Owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles, Bylaws or rules and regulations and/or adopted policies promulgated by the Association. A fine may be imposed only after giving such Owner, tenant, guest or invitee at least fourteen (14) days written notice and an opportunity for a hearing before a committee of at least three (3) members of the Association appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The committee must approve a proposed fine by a majority vote. The approved fine shall become a Specific Assessment against the Owner's Lot and unpaid specific assessments shall become a continuing lien on the property. The Board shall have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association, through the Board, may, by contract or other agreement, enforce court ordinances or permit Hillsborough County to enforce ordinances on the Property for the benefit of the Association and its Members.

Section 5.25 Liens and Attorney's Fees and Costs. Any expenses incurred by the Association in carrying out or enforcing the provisions of the sections of this article, including attorney's fees or costs, and fines not immediately reimbursed or paid to the Association by the Owner shall constitute a lien upon the Lot and a personal responsibility of the Owner in the same manner and to the same extent as liens provided in Article IV, and shall be subject to enforcement as provided in Article VII, including Sections 5.8, and 5.24 above-mentioned therefore and the Association shall be entitled to recover any attorney's fees and costs incurred by it.

ARTICLE III THE ASSOCIATION

Section 4. Exterior Maintenance. To be Deleted in its entirety as incorporated in Article II

ARTICLE IV ASSESSMENTS

Section 1. Assessments established. To include:

- c. Specific Assessments inclusive of fines levied: as provided in Section 3 of this Article; and
- f. If any assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of \$10.00.

**ARTICLE V
ARCHITECTURAL CONTROL**

Section 7. Term. To be deleted

**ARTICLE VI
ANNEXATION AND MERGER**

No changes proposed

**ARTICLE VII
GENERAL PROVISIONS**

Section 1. ENFORCEMENT

References made to Articles and Sections are automatically amended to conform with above-mentioned amendments

Section 6. AMENDMENT

This Declaration may be amended during the first twenty (20) year period by an instrument signed by members entitled to cast not less than ninety per cent (90%) of the votes pursuant to Article III Section 2, hereof, thereafter by an instrument signed by members to entitled to cast not less than seventy-five per cent (75%) of the votes pursuant to Article III, Section 2, hereof

To be amended to:

This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the members entitled to cast a vote.

AMENDMENTS TO THE BY-LAWS
(governing Lakewood Crest Association, Inc.)

Section 3. MEMBERSHIP VOTING

Section 3.2 Majority Vote and Quorum Requirements. To be amended from

The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and Owners for all purposes, except where otherwise provided by law, in the Declaration, in the Articles, or in these ByLaws. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for one-third of the Lots shall constitute a quorum.

To:

The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and Owners for all purposes, except where otherwise provided by law, in the Declaration, in the Articles, or in these ByLaws. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for **10% (ten per cent)** of the Lots shall constitute a quorum.

BY LAWS
OF
LAKEWOOD CREST HOMEOWNERS ASSOCIATION, INC.

1. GENERAL PROVISIONS.

1.1 Identity. These are the BYLAWS of LAKEWOOD CREST HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION," a corporation not-for-profit formed under the laws of the State of Florida. The ASSOCIATION has been organized for the purposes stated in the ARTICLES and shall have all of the powers provided in these BYLAWS, the ARTICLES, the DECLARATION, and any statute or law of the State of Florida, or any other power incident to any of the above powers.

1.2 Principal Office. The principal office of the ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.3 Fiscal Year. The fiscal year of the ASSOCIATION shall be the calendar year.

1.4 Seal. The seal of the ASSOCIATION shall have inscribed upon it the name of the ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit." The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the ASSOCIATION.

1.5 Inspection of Books and Records. The books and records of the ASSOCIATION shall be open to inspection by all OWNERS or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a LOT, upon request, during normal business hours or under other reasonable circumstances. Such records of the ASSOCIATION shall include current copies of the DECLARATION, ARTICLES and BYLAWS, and any amendments thereto, any contracts entered into by the ASSOCIATION, and the books, records and financial statements of the ASSOCIATION. The ASSOCIATION shall be required to make available to prospective purchasers of LOTS current copies of the DECLARATION, ARTICLES and BYLAWS, and the most recent annual financial statement of the ASSOCIATION.

1.6 Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the ARTICLES and the DECLARATION.

2. MEMBERSHIP IN GENERAL.

2.1 Qualification. Pursuant to the ARTICLES, all of the record owners of LOTS shall be members of the ASSOCIATION. Membership for each LOT shall be established upon the recording of the DECLARATION. Prior to the recording of the DECLARATION, the incorporator shall be the sole member of the ASSOCIATION, but its membership shall terminate upon the recording of the DECLARATION, unless it owns any LOT(S).

2.2 Changes in Membership. The transfer of the ownership of any LOT, either voluntarily or by operation of law, shall automatically terminate the membership of the prior owner, and the transferee or new owner shall automatically become a member of the ASSOCIATION. It shall be the responsibility of any such transferor and transferee of a LOT to notify the ASSOCIATION of any change in the ownership of any LOT, and the corresponding change in any membership, by delivering to the ASSOCIATION a copy of the deed or other instrument of conveyance which establishes a transfer of ownership. In the absence of such notification, the ASSOCIATION shall not be obligated to recognize any change in membership or ownership of a LOT for purposes of notice, voting, ASSESSMENTS, or for any other purpose.

2.3 Member Register. The secretary of the ASSOCIATION shall maintain a register in the office of the ASSOCIATION showing the names and addresses of the members of the ASSOCIATION. It shall be the obligation of each member of the ASSOCIATION to advise the secretary of any change of address of the member, or of the change of ownership of the member's LOT, as set forth above. Any member who mortgages his LOT shall notify the ASSOCIATION of the name and address of his mortgagee. Any member who satisfies the mortgage encumbering his LOT shall also notify the ASSOCIATION thereof, and shall file a copy of the satisfaction of mortgage with the ASSOCIATION. The names and addresses of any such mortgagee shall also be maintained in the member register.

3. MEMBERSHIP VOTING.

3.1 Voting Rights. There shall be one vote for each LOT. In the event any LOT is owned by more than one person, or is owned by a person other than an individual, the vote for such LOT shall be cast as set forth below, and votes shall not be divisible. In the event any member owns more than one LOT, the member shall be entitled to one vote for each such LOT.

3.2 Majority Vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and OWNERS for all purposes, except where otherwise provided by law, in the DECLARATION, in the ARTICLES, or in these BYLAWS. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for one-third of the LOTS shall constitute a quorum.

3.3 Determination as to Voting Rights.

3.3.1 In the event any LOT is owned by one person, his right to cast the vote for the LOT shall be established by the record title to his LOT.

3.3.2 In the event any LOT is owned by more than one person or by an entity, the vote for the LOT may be cast at any meeting by any co-owner of the LOT provided, however, that in the event a dispute arises between the co-owners as to how the vote for the LOT shall be cast, or in the event the co-owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the LOT on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph, the principals or partners of any entity (other than a corporation) owning a LOT shall be deemed co-owners of the LOT, and the directors and officers of a corporation owning a LOT shall be deemed co-owners of the LOT.

3.3.3 Proxies. Every member entitled to vote at a meeting of the members, or to express consent to dissent without a meeting, may authorize another person or persons to act on the member's behalf by a proxy signed by such member or his attorney-in-fact. Any proxy signed by such member or secretary of the meeting at or prior to the time designated in the order of business for delivering proxies. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. Every proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote the proxy for him. Every proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the proxy holder may vote, and the manner in which the vote is to be cast.

4. MEMBERSHIP MEETINGS.

4.1 Who May Attend. In the event any LOT is owned by more than one person, all co-owners of the LOT may attend any meeting of the members. In the event any LOT is owned by a corporation, any director or officer of the corporation may attend any meeting of the members. However, the vote for any LOT shall be cast in accordance with the provisions of Paragraph 3 above. INSTITUTIONAL LENDERS have the right to attend all members meetings.

4.2 Place. All meetings of the members shall be held at the principal office of the ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.3 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by first-class mail or personal delivery to each member entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting, either personally or by first-class mail, by or at the direction of the president, the secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the ASSOCIATION, with postage thereon pre-paid. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the ASSOCIATION, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a LOT is owned by more than one person or by an entity, only one notice shall be required to be given with respect to the LOT, which may be given to any co-owner as defined in Paragraph 3.3.2 of these BYLAWS. Notice to any member or co-owner shall be sent to the LOT of such member or co-owner, unless the LOT OWNER(S) of the LOT otherwise request.

4.4 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.5 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held once each year at a time and place to be determined by the BOARD and as is contained in the notice of such meeting. However, so long as DECLARANT is entitled to appoint a majority of the directors of the Association, no annual meetings will be required.

4.6 Special Meetings. Special meetings of the members may be called at any time by any director, the president, or at the request, in writing, by not less than 25% of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the secretary, or other officer of the ASSOCIATION, to all of the members within thirty (30) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

4.7 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the ASSOCIATION may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting without giving notice to the members which were present at such meeting.

4.8 Organization. At each meeting of the members, the president, the vice president, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

4.9 Order of Business. The order of business at the annual meetings of the members shall be:

- 4.9.1 Determination of chairman of the meeting;
- 4.9.2 Calling of the roll and certifying of proxies;
- 4.9.3 Proof of notice of meeting or waiver of notice;
- 4.9.4 Reading and disposal of any unapproved minutes;
- 4.9.5 Election of inspectors of election;
- 4.9.6 Determination of number of directors;
- 4.9.7 Election of directors;
- 4.9.8 Reports of directors, officers or committees;
- 4.9.9 Unfinished business;
- 4.9.10 New business; and
- 4.9.11 Adjournment.

4.10 Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the directors, at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members of the ASSOCIATION, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten days after obtaining such authorization by written consent, notice shall be given to those members who have

not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a LOT is owned by more than one person or by a corporation, the consent for such LOT need only be signed by one person who would be entitled to cast the vote for the LOT as a co-owner pursuant to Paragraph 3.3.2 of these BYLAWS.

5. Directors.

5.1 Membership.

5.1.1 The affairs of the ASSOCIATION shall be managed by a BOARD of not less than three (3) nor more than nine (9) directors. So long as the DECLARANT is entitled to appoint any director pursuant to the ARTICLES, the number of directors will be determined, and may be changed from time to time, by the DECLARANT by written notice to the BOARD. After the DECLARANT is no longer entitled to appoint any director, the number of directors may be changed at any meeting where the members are to elect any directors (i) by the then existing BOARD, if prior to such meeting of the members the BOARD votes to change the number of directors and such change is indicated in the notice of the meeting sent to the members, or (ii) by the members at the meeting prior to the election of directors. If the number of directors on the BOARD is not changed, then the number of directors shall be the same as the number on the BOARD prior to such meeting (plus any unfilled vacancies created by the death, resignation or removal of a director). In any event there shall always be an odd number of directors.

5.2 Election of Directors by Members. Election of directors to be elected by the members of the ASSOCIATION shall be conducted in the following manner:

5.2.1 Within sixty days after the members other than the DECLARANT are entitled to elect any directors, as provided in the ARTICLES, or within sixty (60) days after the DECLARANT notifies the ASSOCIATION that it waives its right to appoint one or more directors, the ASSOCIATION shall call, and give not less than thirty (30) days nor more than forty (40) days notice of, a special meeting of the members to elect any directors the members are then entitled to elect, or to replace the appropriate number of directors previously appointed by the DECLARANT. Such special meeting may be called and the notice given by any member if the ASSOCIATION fails to do so. At such special meeting the members shall be required to elect any directors which they are entitled to elect, and if they fail to do so any directors appointed by DECLARANT which would have been replaced by any directors elected by the members may resign without further liability or obligation to the ASSOCIATION. In the event such a special meeting is called and held, at the meeting the members may elect not to hold the next annual meeting of the members

if such next annual meeting would be less than four (4) months after the date of the special meeting, and upon such election the next annual meeting of the members shall not be held.

5.2.2 Except as provided above, the members shall elect directors at the annual members' meetings.

5.2.3 Prior to any special or annual meeting at which directors are to be elected by the members, the existing BOARD may nominate a committee, which committee shall nominate one person for each director to be elected by the members, on the basis that the number of directors to serve on the BOARD will not be altered by the members at the members meeting. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

5.2.4 The election of directors by the members shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. For election of members of the board of directors, owners shall vote in person at a meeting of the owners or by a ballot that the owner personally casts. 507.

5.3 Term of Office. All directors elected by the members shall hold office until the next annual meeting of the members and until their successors are duly elected, or until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the ARTICLES.

5.4 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary.

5.5 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the directors.

5.6 Special Meetings. Special meetings of the BOARD may be called by any director, or by the president, at any time.

5.7 Notice of Meetings. Notice of each meeting of the BOARD shall be given by the secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least 48 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, addressed to such director at

his residence, or usual place of business, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting. Notice of each meeting of the BOARD shall also be posted in a conspicuous place on the ASSOCIATION property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

5.8 Quorum and Manner of Acting. A majority of the directors determined in the manner provided in these Bylaws shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of directors is required by statute, the DECLARATION, the ARTICLES, or by these Bylaws. A director may join by written concurrence in any action taken at a meeting of the BOARD but such concurrence may not be used for the purposes of creating a quorum.

5.9 Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.10 Presiding Officer. The presiding officer of the BOARD meetings shall be the chairman of the BOARD if such an officer is elected; and if none, the president of the ASSOCIATION shall preside. In the absence of the Presiding officer, the directors shall designate one of their members to preside.

5.11 Order of Business. The order of business at a BOARD meeting shall be:

- 5.11.1 Calling of roll;
- 5.11.2 Proof of due notice of meeting;
- 5.11.3 Reading and disposal of any unapproved minutes;
- 5.11.4 Reports of officers and committees;
- 5.11.5 Election of officers;

- 5.11.6 Unfinished business;
- 5.11.7 New business; and
- 5.11.8 Adjournment.

5.12 Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the members of the ASSOCIATION, or their authorized representatives, and the directors at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

5.13 Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.14 Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.15 Removal of Directors. Directors may be removed as follows:

5.15.1 Any director other than a director appointed by the DECLARANT may be removed by majority vote of the remaining directors, if such director (a) has been absent for the last three consecutive BOARD meetings, and/or adjournments and continuances of such meetings; or (b) is an OWNER and has been delinquent for more than thirty (30) days after written notice in the payment of ASSESSMENTS or other moneys owed to the ASSOCIATION.

5.15.2 Any director other than a director appointed by the DECLARANT may be removed with or without cause by the vote of a majority of the members of the ASSOCIATION at a special meeting of the members called by not less than ten percent of the members of the ASSOCIATION expressly for that purpose. The vacancy on the BOARD caused by any such removal may be filled by the members at such meeting or, if the members shall fail to fill such vacancy, by the BOARD, as in the case of any other vacancy on the BOARD.

5.16 Vacancies.

5.16.1 Vacancies in the BOARD may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and a director so chosen shall hold office until the next annual election and until his

successor is duly elected, unless sooner displaced. If there are no directors, then a special election of the members shall be called to elect the directors. Notwithstanding anything contained herein to the contrary, the DECLARANT at all times shall have the right to appoint the maximum number of directors permitted by the ARTICLES, and any vacancies on the BOARD may be filled by the DECLARANT to the extent that the number of directors then serving on the BOARD which were appointed by the DECLARANT is less than the number of directors the DECLARANT is then entitled to appoint.

5.16.2 In the event the ASSOCIATION fails to fill the vacancies on the BOARD sufficient to constitute a quorum in accordance with these BYLAWS, any LOT OWNER may apply to the Circuit Court of the County in which the PROPERTY is located for the appointment of a receiver to manage the affairs of the ASSOCIATION. At least thirty (30) days prior to applying to the Circuit Court, the LOT OWNER shall mail to the ASSOCIATION a notice describing the intended action giving the ASSOCIATION the opportunity to fill the vacancies. If during such time the ASSOCIATION fails to fill the vacancies, the LOT OWNER may proceed with the petition. If a receiver is appointed, the ASSOCIATION shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted member of the BOARD, and shall serve until the ASSOCIATION fills vacancies on the BOARD sufficient to constitute a quorum.

5.17 Directors Appointed by the DECLARANT. Notwithstanding anything contained herein to the contrary, the DECLARANT shall have the right to appoint the maximum number of directors in accordance with the privileges granted to the DECLARANT pursuant to the ARTICLES. All directors appointed by the DECLARANT shall serve at the pleasure of the DECLARANT, and the DECLARANT shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the BOARD. Replacement of any director appointed by the DECLARANT shall be made by written instrument delivered to any officer or any other director, which instrument shall specify the name of the person designated as successor director. The removal of any director and the designation of his successor by the DECLARANT shall become effective immediately upon the delivery of such written instrument by the DECLARANT.

5.18 Compensation. The Directors shall not be entitled to any compensation for serving as Directors unless the members approve such compensation, provided however, the ASSOCIATION may reimburse any Director for expenses incurred on behalf of the ASSOCIATION without approval of the members.

5.19 Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, or otherwise provided by statute or law.

6. OFFICERS.

6.1 Members and Qualifications. The officers of the ASSOCIATION shall include a president, a vice president, a treasurer and a secretary, all of whom shall be elected by the directors and may be preemptively removed from office with or without cause by the directors. Any person may hold two or more offices except that the president shall not also be the secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the ASSOCIATION from time to time. Each officer shall hold office until the meeting of the BOARD following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.2 Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.3 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.4 The President. The president shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of President of an association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the ASSOCIATION.

6.5 The Vice President. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as may be prescribed by the directors.

6.6 The Secretary. The secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the ASSOCIATION, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the directors or the president.

6.7 The Treasurer. The treasurer shall have custody of all property of the ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep books of account for the ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report to the BOARD the status of collections as requested.

6.8 Compensation. The officers shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the BOARD from employing a director or an officer as an employee of the ASSOCIATION and compensating such employee, nor shall they preclude the ASSOCIATION from contracting with a director for the management of property subject to the jurisdiction of the ASSOCIATION, or for the provision of services to the ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or provision of services.

7. FINANCES AND ASSESSMENTS.

7.1 Assessment Roll. The ASSOCIATION shall maintain an ASSESSMENT roll for each LOT, designating the name and current mailing address of the OWNER, the amount of each ASSESSMENT against such OWNER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the OWNER, and the balance due.

7.2 Depositories. The funds of the ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the BOARD. Fidelity bonds as required by the DECLARATION shall be required of all signatories on any account of the ASSOCIATION.

7.3 Depositing of Payments. All sums collected by the ASSOCIATION from ASSESSMENTS may be deposited in a single fund or divided into more than one fund, as determined by the BOARD.

7.4 Accounting Records and Reports. The ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to inspection by OWNERS and INSTITUTIONAL LENDERS or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the ASSESSMENT roll of the members referred to above.

The BOARD may, and upon the vote of a majority of the members shall, conduct a review of the accounts of the ASSOCIATION by a certified public accountant, and if such a review is made, a copy of the report shall be furnished to each member, or their authorized representative, within fifteen days after same is completed.

7.5 Reserves. The budget of the ASSOCIATION shall provide for a reserve fund for the periodic maintenance, repair and replacement of improvements to the COMMON AREAS and those other portions of the SUBJECT PROPERTY which the ASSOCIATION is obligated to maintain.

8. PARLIAMENTARY RULES.

8.1 Roberts' Rules of Order (latest edition) shall govern the conduct of the ASSOCIATION meetings when not in conflict with any DECLARATION, the ARTICLES or these BYLAWS.

9. AMENDMENTS. Except as otherwise provided, these BYLAWS may be amended in the following manner:

9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.2 Initiation. A resolution to amend these BYLAWS may be proposed either by any director, or by or at the direction of ten (10%) percent or more of the members of the ASSOCIATION.

9.3 Adoption of Amendments.

9.3.1 A resolution for the adoption of the proposed amendment shall be adopted either: (a) by unanimous vote of all of the directors; or (b) by not less than a majority of the votes of the entire membership of the ASSOCIATION. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.

9.3.2 Notwithstanding anything contained herein to the contrary, so long as the DECLARANT is entitled to appoint a majority of the directors, the DECLARANT shall have the right to unilaterally amend these BYLAWS without the joinder or approval of the BOARD or any member, and so long as the DECLARANT owns any LOT, no amendment to these BYLAWS shall be effective without the written approval of the DECLARANT.

9.4 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the LOTS. No amendment shall be made that is in conflict with the DECLARATION or the ARTICLES. Prior to the closing of the sale of all LOTS, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DECLARANT, unless the DECLARANT shall join in the execution of the amendment, including, but not limited to, any right of the DECLARANT to appoint directors.

9.5 No amendment to these BYLAWS shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS without the written approval of all of the OWNERS so discriminated against or affected.

9.6 Any amendment made by DECLARANT and any amendment made by the members prior to the completion of 75% of the UNITS that may be constructed within the SUBJECT PROPERTY, must be approved by the Federal Housing Administration or by the Veterans Administration if any mortgage encumbering a LOT is guaranteed or insured by either such agency, if such amendment materially and adversely affects the OWNERS or materially and adversely affects the general scheme of development created by the DECLARATION. Such approval shall specifically not be required where the amendment is made to correct errors or omissions or is required to comply with the requirement of any INSTITUTIONAL LENDER so that such lender will make, insure or guaranty mortgage loans for the LOTS, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to DECLARANT or to the ASSOCIATION within 20 days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of DECLARANT or the ASSOCIATION that the approval was given or deemed given.

10. Miscellaneous.

10.1 Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

10.2 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

10.3 Conflicts. In the event of any conflict, the DECLARATION, the ARTICLES, and these BYLAWS, shall govern, in that order.

10.4 Captions. Captions are inserted herein only as a matter of convenience and for reference, and are not intended to define, limit or describe the scope of these BYLAWS or the Intent of any provisions hereof.

10.5 Waiver of Objections. The failure of the BOARD or any officers of the ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by member of the ASSOCIATION within ten (10) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

The foregoing was adopted as the BYLAWS of the ASSOCIATION at the First Meeting of the BOARD on the 31st day of March, 1994

By: Randall K. Braden
Randall K. Braden, President

By: David Pelletz
David Pelletz, Secretary

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ARTICLES OF INCORPORATION
OF
LAKEWOOD CREST HOMEOWNERS' ASSOCIATION, INC.

FILED
1994 MAR 29 AM 9:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator of a corporation under the Florida Not For Profit Corporation Act hereby adopts the following Articles of Incorporation for such cooperation.

ARTICLE I

Name

The name of the corporation is LAKEWOOD CREST HOMEOWNERS' ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

Principal Office

The principal office of the Association is located at 14499 N. Dale Mabry Highway, Suite 167, Tampa, Florida 33618.

ARTICLE III

Registered Office and Registered Agent

The street address of the initial registered office of the Association is 14499 N. Dale Mabry Highway, Suite 167, Tampa, Florida 33618, and the name of its initial registered agent at such address is Donald A. Pleasants.

ARTICLE IV

Purpose and Powers of the Association

This Association is a not for profit corporation organized to provide for the maintenance, preservation, and architectural control of the Lots (as hereinafter defined) in the Lakewood Crest Subdivision (as hereinafter defined) under the jurisdiction of the Association and to promote the health, safety, and welfare of the residents under the jurisdiction of this Association and any additions thereto as may hereafter be brought within the jurisdiction of this Association. This

Association shall have power to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, hereinafter called the "Declaration", applicable to this property and recorded or to be recorded in the public records of Hillsborough County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length and the terms used herein shall have the same meaning as in the Declaration;
- (b) fix, levy, collect, and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

- (c) acquire (by gift, purchase, or otherwise) own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the assent of two-thirds (2/3) of the membership of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property, provided that any such merger, consolidation or annexation shall be initiated and approved by the Declarant when the Class B membership is larger than the Class A membership. At such time that Class A membership is larger than Class B membership, such merger, consolidation, or annexation shall require the assent of the Board of Directors of said Association;
- (f) dedicate, sell or transfer all or any part of the Common Area, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of membership of the Association, agreeing to such dedication, sale or transfer;
- (g) have and to exercise any and all powers, rights, and privileges that a corporation organized under the Florida Not for Profit Corporation Act may now or thereafter have or exercise.

ARTICLE V

Membership

The membership includes every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to Assessment by the Association.

ARTICLE VI

Voting Rights

The Association shall have two classes of voting membership: Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) on January 1, 1995.

ARTICLE VII

Board of Directors

The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Donald A. Pleasants	14499 N. Dale Mabry Highway, Suite 167 Tampa, Florida 33618
Jack Suarez	14620 N. Nebraska Ave. Tampa, Florida 33613

At the first annual meeting, the members shall elect three (3) directors for a term of three (3) years; one (1) director for a term of two (2) years; and one (1) director for a term of one (1) year.

At each annual meeting thereafter, the members shall elect a director or directors to fill any and all vacancies created by the expired term of a director or directors.

ARTICLE VIII

Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the membership of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the

assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE IX

Duration

The period of duration of the Association shall be perpetual.

ARTICLE X

Amendments

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XI

VA Approval

As long as there is a Class B membership, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, dissolution or amendment of these Articles.

ARTICLE XII

Conflicts

In the case of any conflict between the bylaws and these Articles of Incorporation, the Articles shall control, and in the case of any conflict between the Declaration and these Articles of Incorporation, the Declaration shall control.

ARTICLE XIII

Incorporator

The name and street address of the incorporator is:

<u>Name</u>	<u>Address</u>
Donald A. Pleasants	14499 N. Dale Mabry Highway, Suite 167 Tampa, Florida 33618

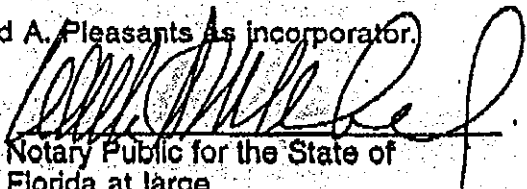
IN WITNESS WHEREOF, the undersigned incorporator has executed these articles this 11th day of March, 1994.


Donald A. Pleasants

THE STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 11th day of March, 1994, by ~~David~~ Donald A. Pleasants as incorporator.


Notary Public for the State of Florida at large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 18, 1996
BONDED THRU WESTERN SURETY

ACCEPTANCE BY REGISTERED AGENT

Having been named Registered Agent and designated to accept service of process for the above stated Association, at the place designated herein, I hereby agree to act in this capacity, and I further agree to comply with the provisions at the place designated herein, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 11th day of March 1994.

Donald A. Pleasants
Donald A. Pleasants

1994 MAR 29 AM 9:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED